


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">APR 19, 2006 10:00 AM</div> PURCHASING AGENCY NO. : 107001																												
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. : SOLICITATION : 2206500 FILE NO. : OPENING DATE : 04/19/06</p> </div> <div style="border: 1px solid black; height: 80px; margin-top: 10px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<div style="font-weight: bold; margin-bottom: 10px;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="text-align: right; margin-bottom: 10px;">10:00 AM</div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> 2206500 04/19/06 </div> <div style="font-weight: bold; margin-bottom: 10px;">OFFICE OF STATE PURCHASING</div> <div style="font-weight: bold; margin-bottom: 10px;">OFFICE OF STATE PURCHASING</div> <div style="font-weight: bold; margin-bottom: 10px;">POST OFFICE BOX 94095</div> <div style="font-weight: bold; margin-bottom: 10px;">BATON ROUGE, LA 70804-9095</div> <div style="margin-top: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: DON FONTENOT</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-9200</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 03/23/06</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 107001</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">OFFICE OF STATE PURCHASING</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: </td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1286538</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: </td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 06</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 06057</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 06/01/06</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 05/31/07</td> </tr> <tr> <td>T-NUMBER</td> <td>: 92340</td> </tr> </table> </div>	BUYER	: DON FONTENOT	BUYER PHONE	: (225) 342-9200	DATE ISSUED	: 03/23/06	REQ. AGENCY	: 107001	FOLD HERE-->		OFFICE OF STATE PURCHASING		AGENCY REQ. NO.	:	ISIS REQ. NO.	: 1286538	VENDOR PHONE	:	FISCAL YEAR	: 06	CLASS/SUBCLASS	: 06057	SCHEDULED BEGIN DATE	: 06/01/06	SCHEDULED END DATE	: 05/31/07	T-NUMBER	: 92340
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AUTOMOTIVE GLASS REPLACEMENT/REPAIR G-2/TROOP A - BATON ROUGE																														
<div style="text-align: center; font-weight: bold; margin-bottom: 5px;">TO BE COMPLETED BY VENDOR</div> <ol style="list-style-type: none"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 																														
<div style="text-align: center; font-weight: bold; margin-bottom: 5px;">INSTRUCTIONS TO BIDDERS</div> <ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____. 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 002DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 																														
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE																												
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)	NAME OF BIDDER (TYPED OR PRINTED)																													

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE:</p> <p>NA</p> <p>NA</p> <p>NA</p> <p>13. BID FORMS.</p> <p>ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <p>A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;</p> <p>B. BID FILLED OUT IN PENCIL; AND</p> <p>C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY.</p> <p>ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION.</p> <p>BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING.</p> <p>BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS.</p> <p>THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES .</p> <p>UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES.</p> <p>BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES.</p> <p>VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p>**ATTENTION:**</p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p>			

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<p>4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>6 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>7 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>8 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</p> <p>9 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE</p>			

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STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

10 *THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.*

THE STATE RESERVES THE RIGHT TO NEGOTIATE MORE FAVORABLE ON HIGH VOLUME TERMS DURING THE TERM OF THIS CONTRACT.

11 *PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.*

DO YOU CLAIM THIS PREFERENCE? YES_____

SPECIFY LINE NUMBER(S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES_____ NO_____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

12 *COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.*

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL _____ SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

13 *ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF*

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ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

14 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.

CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

15 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.

16 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.

17 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

18 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

19 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED

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VIA THE INTERNET AT WWW.EPLS.GOV

20 CONTRACT PERFORMANCE EVALUATION
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

21 PRICES MAY NOT EXCEED THE CURRENT NATIONAL ADVERTISED AND AVAILABLE GENERAL SERVICES ADMINISTRATION (GSA) PRICE LIST IF ONE EXIST.

22 BIDDERS TO PROVIDE INFORMATION AFTER EACH ITEM ON THE CONTRACT PROPOSAL IN THE SPACE(S) PROVIDED. FAILURE TO DO SO MAY ELIMINATE YOUR BID FROM CONSIDERATION.

23 AWARD TO BE MADE ON AN ALL-OR-NONE BASIS.

24 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS

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OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

25 SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT REPORT WITH COPIES OF ALL ORDERS.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.

- A. LAMINTATED SAFETY GLASS
NUMBER OF VEHICLES REPAIRED
TOTAL DOLLAR VALUE OF THESE REPAIRS
- B. TEMPERED GLASS:
NUMBER OF VEHICLES REPAIRED
TOTAL DOLLAR VALUE OF THESE REPAIRS
- C. NUMBER OF VEHICLES REPAIRED BY LINE ITEM
- D. TOTAL DOLLAR VALUE OF THESE REPAIRS BY LINE ITEM.

THIS CONTRACT IS APPLICABLE TO GLASS REPLACEMENT AND REPAIR ONLY AND IS NOT IN ANY WAY INCLUSIVE OF GLASS TINTING.

SERVICE REQUIREMENTS

- A. VENDOR IS TO BE AVAILABLE TO PERFORM SERVICES AT LEAST FIVE (5) DAYS/WEEK, MONDAY THRU FRIDAY, DURING REGULAR WORKING HOURS. AT THE OPTION OF THE VENDOR WITH AGENCY APPROVAL, WEEKEND/OFF HOUR SERVICE MAY BE PROVIDED SO THAT VENDOR MAY WORK WITH AGENCY TO SCHEDULE REPAIRS/REPLACEMENT WHEN A GROUP OF VEHICLES ARE AVAILABLE. OUR AIM IS TO DISRUPT NORMAL AGENCY USE OF VEHICLES AS LITTLE AS POSSIBLE.
- B. RESPONSE TIME: VENDOR AGREES TO RESPOND TO AGENCY PHONE/FAX REQUESTS FOR REPLACEMENT AND REPAIR SERVICE BY ARRANGING AN APPOINTMENT WITHIN TWO (2) WORKING DAYS OF REQUEST, APPOINTMENT MAY BE RESCHEDULED IF WEATHER CONDITIONS NEEDED FOR PROPER WINDSHIELD REPAIR/REPLACEMENT (SUNSHINE-NO RAIN, SLEET, SNOW, OR EXTREME WINDS) DO NOT EXIST ON THE SCHEDULED APPOINTMENT DAY. SCHEDULES MUST BE MADE WITHIN TWO (2) WORKING DAYS PER ABOVE.

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C. *MOBILE SERVICE*
REPAIR/REPLACEMENT MUST BE DONE AT LOCATIONS DESIGNATED BY
USING AGENCY AND AGENCY LOCATION MUST BE LOCATED WITHIN THE
THE VENDORS AWARDED STATE CONTRACT AREA PER ATTACHED LIST OF
PARISHES. REPAIR/REPLACEMENT MAY BE DONE AT VENDORS LOCATION
IF AGENCY REQUESTS.

D. *BIDDERS TO PROVIDE THE INFORMATION BELOW FOR VENDOR BIDDING:*

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

26 *AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE
CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE
(12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL
CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.*

27 *THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JUNE 1, 2006
OR DATE OF AWARD, WHICHEVER IS LATER AND ENDING MAY 31, 2007.*

28 *AUTHORITY TO MAKE REVISIONS TO CONTRACT:
REQUESTS FOR ALL REVISIONS TO THIS CONTRACT MUST BE SUBMITTED IN
WRITING BY THE REPRESENTATIVE AUTHORIZED TO SIGN THIS INVITATION
TO BID, UNLESS OTHERWISE STATED HEREIN:*

*I, _____, DULY AUTHORIZED TO EXECUTE THIS
CONTRACT, HEREBY DELEGATE THE FOLLOWING PERSON/PERSONS TO SUBMIT
WRITTEN REQUESTS FOR REVISIONS TO THIS CONTRACT:*

A. _____
NAME & TITLE

B. _____
NAME & TITLE

C. _____
NAME & TITLE

*BRIEFLY STATE ANY RESTRICTIONS AS TO TYPE OF REVISIONS DELEGATES
MAY REQUEST.*

BIDDER'S COMMENTS (IF ANY):

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AUTHORIZED VENDOR LIST

PLEASE LIST BELOW THE COMPANY NAME, ETC. (PLEASE GIVE COMPLETE CURRENT INFORMATION) OF ALL VENDORS WHO ARE AUTHORIZED TO ACCEPT RELEASE ORDERS AGAINST THIS CONTRACT. BE SURE TO INCLUDE YOUR COMPANY IF YOU ARE TO RECEIVE ORDERS.

FEDERAL ID#: _____
COMPANY NAME: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
FAX NUMBER: _____
ABOVE MAY RECEIVE ORDERS FOR PURCHASE: YES _____ NO _____

30 AREAS FOR STATE CONTRACTS BY PARISH (COUNTY)

PARISH	KEY CITY/CITIES FOR CONTRACT
-----	-----
AREA 2 - E BATON ROUGE	BATON ROUGE
W BATON ROUGE	
POINTE COUPEE	
IBERVILLE	
ASCENSION	
LIVINGSTON	
E FELICIANA	
W FELICIANA	

31 SPECIFICATIONS FOR FURNISHING, INSTALLING AND REPAIRING GLASS FOR AUTOMOBILES, TRUCKS, VANS, BUSES, TRACTORS, HEAVY EQUIPMENT, ETC. ARE TO FOLLOW:

***** GLASS REPLACEMENT *****

(1) DEFINITIONS:

(A) LAMINATED SAFETY GLASS IS MADE OF TWO PIECES OF GLASS, WITH A THIN LAYER OF VINYL SANDWICHED BETWEEN THEM. THE THREE PIECES ARE LAMINATED TOGETHER BY APPLYING HEAT AND PRESSURE. IN A SEVERE IMPACT THE GLASS SHATTERS BUT DOES NOT FLY APART, THE BROKEN PIECES OF GLASS ADHERE TO THE VINYL LINING. THIS GLASS IS USED IN WINDSHIELDS AND CAN BE REPAIRED. IN THE NAGS DOMESTIC AND FOREIGN CALCULATORS LAMINATED SAFETY GLASS INCLUDES - CURVED WINDSHIELDS, FLAT LAMINATED, AND LAMINATED SAFETY GLASS PER SQUARE FOOT.

(B) TEMPERED GLASS IS A GLASS THAT HAS BEEN PUT THROUGH A SPECIAL

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<p>PROCESS WHERE IT IS HEATED, THEN RAPIDLY COOLED. THIS TEMPERING PROCESS MAKES THE GLASS UP TO TEN TIMES STRONGER THAN UNTEMPERED GLASS OF THE SAME THICKNESS. TEMPERED GLASS DOES NOT SHATTER ON IMPACT, RATHER IT DISINTEGRATES INTO DULL-EDGED PIECES, ALMOST LIKE PEBBLES. TEMPERED GLASS IS USED IN SIDE AND REAR WINDOWS, TEMPERED GLASS CANNOT BE REPAIRED. IN NAGS DOMESTIC AND FOREIGN CALCULATORS TEMPERED GLASS INCLUDES CURVED GLASS EXCEPT WINDSHIELDS AND FLAT TEMPERED.</p> <p>(C) HARDWARE INCLUDES NEW MOLDING(S), GASKETS, WEATHERSTRIP, MOLDING ADHESIVE, LOCKING STRIP, RETAINER(S), CLIP(S), ADHESIVES, URETHANE/DAM/PRIMER, ETC. ARE **NO CHARGE** ITEMS EXCEPT WINDSHIELD KIT AND CHANNEL IF REQUIRED.</p> <p>BIDDER MUST PROVIDE SERVICE TO ENTIRE AREA BY HAVING A BIDDER SHOP AND MOBILE SERVICE AVAILABLE WITHIN AREA BID.</p> <p>FURTHERMORE, VENDOR MUST PROVIDE AT NO ADDITIONAL CHARGE EITHER SHOP INSTALLATION/REPAIRS OR MOBILE SERVICE TO ANY STATE AGENCY LOCATED IN THE KEY CITY/CITIES LISTED IN AN AREA AND WITHIN A 30 MILE RADIUS OF EACH SHOP LOCATION VENDOR LISTED IN THE AUTHORIZED VENDOR LIST/SERVICE CENTERS.</p> <p>AGENCIES LOCATED OUTSIDE KEY CITY/CITIES AND/OR FURTHER THAN 30 MILES FROM A VENDOR'S SHOP MUST BE SERVICED EITHER BY AGENCY BRINGING THE VEHICLE TO THE NEAREST VENDOR'S SHOP **OR** BY AGENCY PAYING A TRIP CHARGE FOR MOBILE SERVICE AT THE AGENCY LOCATION. THE STATE RESERVES THE RIGHT TO REJECT ANY TRIP CHARGE NOT DEEMED COMPETITIVE OR NOT IN THE STATE'S BEST INTEREST.</p> <p>BIDDERS WITH MORE THAN ONE LOCATION SHOULD LIST ALL LOCATIONS AUTHORIZED TO PROVIDE SERVICE UNDER THIS CONTRACT ON THE PAGE LISTED AS "AUTHORIZED VENDOR LIST/SERVICE CENTERS".</p> <p>NOTE: ANY REQUESTS FOR CHANGES ADDITIONS/DELETIONS TO THE VENDOR LIST DURING CONTRACT PERIOD MUST BE MADE IN WRITING TO STATE PURCHASING. REQUESTS MUST INCLUDE SAME INFORMATION AS REQUIRED IN ("AUTHORIZED VENDOR LIST/SERVICE CENTERS") SECTION ELSEWHERE IN THIS BID.</p> <p>(3) GLASS AND SERVICE REQUIREMENTS:</p> <p>(A) GLASS FURNISHED TO BE OF A QUALITY EQUAL OR BETTER THAN THE GLASS VEHICLE MANUFACTURER INSTALLED AT THE FACTORY.</p> <p>(B) PERFORM GLASS SERVICES USING METHODS AND MATERIALS WHICH RETAIN THE ORIGINAL STRUCTURAL INTEGRITY AND RETENTION CHARACTERISTICS OF THE VEHICLE MANUFACTURES FACTORY INSTALLATION. THIS INCLUDES GIVING ADHESIVES THE REQUIRED SPECIFIC TEMPERATURES AND HUMIDITY LEVELS TO CURE PROPERLY.</p> <p>(C) DURING GLASS REPLACEMENT INSTALLATION VENDOR IS TO PROTECT VEHICLE FROM ANY DAMAGE CAUSED BY HIS WORK. AFTER INSTALLATION IS COMPLETE VENDOR IS TO CLEAN UP VEHICLE AND WORK AREA, INCLUDING ALL GLASS FRAGMENTS.</p> <p>(4) GUARANTEE: VENDOR IS TO GUARANTEE ALL MATERIALS AND WORKMANSHIP</p>			

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PER TERMS OF THIS CONTRACT FOR AT LEAST ONE (1) YEAR.

STATE YOUR WARRANTY PERIOD HERE: LIFETIME

(5) INVOICING PROCEDURE:

- (A) SEND ONE ORIGINAL AND AT LEAST ONE COPY TO THE AGENCY
(B) INVOICE MUST LIST THE FOLLOWING:

1. YEAR, MAKE, AND MODEL OF VEHICLE _____
2. VEHICLE IDENTIFICATION NUMBER (VIN) _____
3. LA LICENSE TAG NUMBER _____
4. ITEMIZED LIST OF MATERIALS FURNISHED AND LABOR PERFORMED FROM CORRECT NAGS PRICE LIST, SHOW CONTRACT PERCENT (%) DISCOUNT AND LABOR TIME AND RATE.
5. AUTHORIZED AGENCY EMPLOYEE SIGNATURE REQUIRED ON INVOICE FOR EACH VEHICLE REPAIRED WITH COMPLETE AGENCY NAME AND MAILING ADDRESS.
6. AGENCY ORDER NUMBER OR AUTHORIZATION NUMBER.

(6) METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE BASIS FOR BOTH REPLACEMENT AND REPAIRS; HOWEVER, IF IT IS DEEMED TO BE IN THE BEST INTEREST OF THE STATE, THE RIGHT IS RESERVED TO AWARD REPLACEMENT AND REPAIRS SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM AWARD, TO REJECT ANY OR ALL BIDS AND TO WAVE INFORMALITIES.

(C) THE CURRENT NAGS PRICE LIST, DATED JANUARY 9, 2006 WILL BE USED TO DETERMINE LOW BIDDER.

(D) THE NAGS PRICE LIST DATED JANUARY 9, 2006 WILL BE USED FOR THE CONTRACT AWARD. PRICE CHANGES WILL BE ALLOWED ONLY WHEN A NEW NAGS PRICE LIST IS ISSUED ***AND*** VENDOR NOTIFIES THE OFFICE OF STATE PURCHASING OF THE CHANGE.

CHANGE WILL BE EFFECTIVE WITHIN SEVEN (7) DAYS OF RECEIPT AND VERIFICATION OF NOTIFICATION AND RECEIPT OF COPIES OF ALL NEW NAGS MATERIALS THAT HAVE CHANGED PER (E) BELOW OR ON DATE VENDOR REQUESTS CHANGES TO BEGIN, WHICHEVER IS LATER.

VENDOR TO INVOICE AT PREVIOUS PRICE LIST UNTIL NEW PRICE LISTS GO INTO EFFECT AND IS APPROVED BY OFFICE OF STATE PURCHASING. SAME PROCEDURE WILL APPLY TO NAGS CALCULATOR SUPPLEMENT'S ISSUED DURING CONTRACT PERIOD.

(E) SUCCESSFUL BIDDERS WILL BE REQUIRED TO SUPPLY THE FOLLOWING TO STATE PURCHASING FOR DISTRIBUTION TO STATE AGENCIES AS PER (D) ABOVE.

- (1) CURRENT NAGS DOMESTIC CAR GLASS PARTS - 3 COPIES
- (2) NAGS DOMESTIC CALCULATOR OF DATE QUOTED - 3 COPIES
OR DATE OF NEW NAGS IF CHANGE

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32 ***** WINDSHIELD REPAIR *****

1. DEFINITIONS:

A. LAMINATED SAFETY GLASS IS MADE OF TWO PIECES OF GLASS, WITH A THIN LAYER OF VINYL SANDWICHED BETWEEN THEM. THE THREE PIECES ARE LAMINATED TOGETHER BY APPLYING HEAT AND PRESSURE. IN A SEVERE IMPACT THE GLASS SHATTERS BUT DOES NOT FLY APART, THE BROKEN PIECES OF GLASS ADHERE TO THE VINYL INNER LINING. THIS GLASS IS USED IN WINDSHIELDS AND CAN BE REPAIRED.

B. TEMPERED GLASS IS GLASS THAT HAS BEEN PUT THROUGH A SPECIAL PROCESS WHERE IT IS HEATED, THEN RAPIDLY COOLED. THIS TEMPERING PROCESS MAKES THE GLASS UP TO 10 TIMES STRONGER THAN UNTEMPERED GLASS OF THE SAME THICKNESS. TEMPERED GLASS DOES NOT SHATTER ON IMPACT BUT RATHER IT DISINTEGRATES INTO DULL-EDGED PIECES, ALMOST LIKE PEBBLES. TEMPERED GLASS IS USED IN SIDE AND REAR. WINDOWS. TEMPERED GLASS CANNOT BE REPAIRED.

C. WINDSHIELD REPAIR IS DEFINED AS REPAIR TO AN INPLACE WINDSHIELD (WINDSHIELD IS NOT REMOVED FROM VEHICLE) BY INJECTING A BONDING AGENT, REFERED TO AS RESIN, INTO THE BROKEN AREA. A SPECIAL PROCESS IS THEN PERFORMED TO COMPLETE THE REPAIR WHICH BONDS THE GLASS SURFACES TOGETHER INSIDE THE BROKEN AREA AND STOPS THE CRACKING OR BREAKING PROCESS.

D. REPAIRABLE WINDSHIELD DAMAGE IS DEFINED AS PECKS, NICKS, (BULLEYE, STAR, MOON, 1/2 MOON, COMBINATION) SMALLER THAN APPROXIMATELY 1" IN DIAMETER AND CRACKS SMALLER THAN A DOLLAR BILL (2 1/2" X 6"). THE AREA APPROXIMATELY 8 1/2" X 11" IN FRONT OF THE DRIVERS EYES MAY BE REPAIRED AT VENDOR'S OPTION WITH AGENCY'S APPROVAL AND TO THE AGENCY'S SATISFACTION.

2. GUARANTEE: VENDOR GUARANTEES THE REPAIR(S) NOT TO RUN (CRACK) OR DISCOLOR WITHIN ONE (1) YEAR. VENDOR FURTHER GUARANTEES VEHICLE WILL NOT FAIL STATE OF LOUISIANA VEHICLE INSPECTION DUE TO FAULTY REPAIR(S) DURING THIS ONE (1) YEAR PERIOD. FAILURE OF EITHER GUARANTEE AND VENDOR SHALL ISSUE THE STATE AGENCY A FULL REFUND AT AGENCY REQUEST AND VENDOR VERIFICATION.

3. INVOICING PROCEDURE:

1. VENDORS TO SUBMIT MINIMUM OF TWO (2) COPIES OF INVOICE TO AGENCY.

2. INVOICES MUST LIST THE FOLLOWING INFORMATION:

A. VEHICLE IDENTIFICATION NUMBER (VIN)

B. LA. LICENSE TAG NUMBER

C. YEAR, MAKE AND MODEL OF VEHICLE

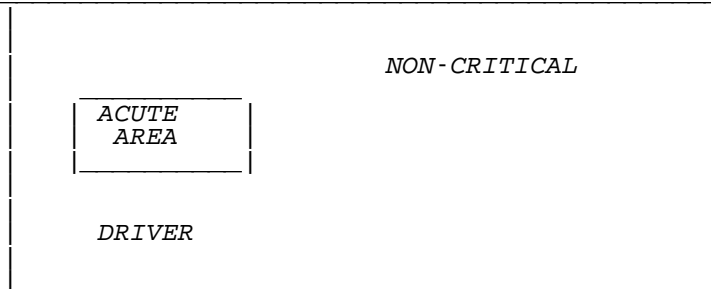
D. SHOW NUMBER AND LOCATION OF REPAIRS ON WINDSHIELD ON A DIAGRAM SIMILAR TO BELOW:

CIRCLE TYPE OF DAMAGE AND INDICATE LOCATION ON WINDSHIELD

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DIAGRAM.

1. STAR BREAK
2. BULL'S EYE
3. HALFMOON
4. CRACKED
5. PITTED
6. FULL MOON
7. COMBINATION



NOTE: THE ACUTE AREA APPROXIMATELY 8 1/2" X 11" IN FRONT OF THE DRIVER'S EYES MAY BE REPAIRED AT VENDOR'S OPTION WITH THE AGENCY'S APPROVAL AND TO THE AGENCY'S SATISFACTION.

E. HAVE AUTHORIZED AGENCY EMPLOYEE'S SIGNATURE REQUIRED ON INVOICE FOR EACH VEHICLE REPAIRED.

ON THIS BID THERE WILL BE TWO ITEMS FOR REPAIR.

*FIRST ITEM, WILL BE THE TOTAL COST TO THE AGENCY TO DO A SINGLE (1) REPAIR DONE TO A WINDSHIELD ON A VEHICLE.

*THE SECOND ITEM, WILL BE THE TOTAL COST TO THE AGENCY TO DO A MULTIPLE (2+) REPAIR JOB, PLEASE INCLUDE THE COST OF THE FIRST REPAIR IN THIS TOTAL COST.

NOTE: INVOICE FOR A REPAIR JOB ON A WINDSHIELD ON A SINGLE VEHICLE CAN ONLY CHARGE FOR EITHER THE FIRST OR SECOND ITEM, NOT BOTH.

5. AWARD FOR THE REPAIR PORTION OF CONTRACT WILL BE AS FOLLOWS: FIRST, BID PRICES WILL BE EXTENDED TIMES THE USAGE THEN THE TWO ITEMS WILL BE ADDED TOGETHER.

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: BATON ROUGE PLAN DIST (AREA 2)				
00001	COMMODITY CODE: 060-57-005222 LAMINATED SAFETY GLASS DISCOUNT FROM CURRENT NAGS PRICE LIST DATED JANUARY 9, 2006 FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE)	329	DISC		
00002	COMMODITY CODE: 060-57-005219 TEMPERED GLASS DISCOUNT FROM CURRENT NAGS PRICE LIST DATED JANUARY 9, 2006 FOR G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE)	92	DISC		
00003	COMMODITY CODE: 060-57-005219 FLAT RATE TRIP CHARGE FOR MOBILE SERVICE NOT IN A KEY CITY OR GREATER THAN 30 MILES FROM VENDOR(S) SHOP LOCATION(S) FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH		
00004	COMMODITY CODE: 060-57-005222 WINDSHIELDS KIT (IF REQUIRED)	1	EACH		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00005	COMMODITY CODE: 928-46-005109 LABOR RATE FOR LAMINATED SAFETY GLASS FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	HOUR	_____	_____
00006	COMMODITY CODE: 928-46-005106 LABOR RATE FOR TEMPERED GLASS FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	HOUR	_____	_____
00007	COMMODITY CODE: 928-46-005100 LOT RATE FOR SUPPLYING AND INSTALLING MOLDING (IF REQUIRED) FOR AREA G-2/TROOP A SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	LOT	_____	_____
00008	COMMODITY CODE: 060-57-005222 TOTAL COST OF SINGLE (1) REPAIR ON EACH	26	EACH	_____	_____

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	VEHICLE WINDSHIELD REQUIRING ONLY A SINGLE REPAIR PER SPECIFICATIONS, TERMS, AND CONDITIONS ATTACHED.				
	FOR STATE CONTRACT AREA G-2/TROOP A				
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00009	COMMODITY CODE: 060-57-005219	1	EACH		
	TOTAL COST FOR MULTIPLE (2+) REPAIRS DONE AT THE SAME TIME ON THE SAME VEHICLE WINDSHIELD REQUIRING MULTIPLE REPAIRS PER ATTACHED SPECIFICATIONS, TERMS AND CONDITIONS. COST OF 1ST REPAIR AND 2ND REPAIR				
	FOR STATE CONTRACT G-2/TROOP A				
	SPECIFY BRAND (& NUMBER IF APPLICABLE)				